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ABSTRACT

This collective bargaining agreement between the Loretto Heights College and the Loretto Heights College Faculty Education Association covers a period from 1974 to 1976. It contains articles revised from the 1974-1976 agreement (HE007747). Revised articles are: (1) part-time faculty; (2) college rights and faculty participation; (3) faculty reductions; (4) salaries; (5) term of agreement; and (6) academic calendar. (KE)

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COLLECTIVE BARGAINING AGREEMENT

1975 - 1980

BETWEEN

LORETTO HEIGHTS COLLEGE

AND

LORETTO HEIGHTS COLLEGE FACULTY EDUCATION ASSOCIATION

The following sections are unchanged from the 1974 - 1976 agreement:

	Preamble
Article I	Recognition
Article II	General
Article III	Fair Practices
Article IV	Academic Freedom
Article V	Tenure
Article VI	Probationary and Non-Tenured Faculty
Article VII	Special Category Faculty
Article IX	Calendar and Workload
Article X	Leaves
Article XI	Fringe Benefits
Article XII	Faculty Evaluation
Article XIII	Committee on Rank
Article XIV	Retirement
Article XV	Grievance Procedure
Article XVI	Personnel Records
Article XVII	Rights and Privileges of LHC-FEA
Article XVIII	Dues Deductions
Article XXII	Separability
Article XXIII	Amendment
Article XXIV	Agreement Against Strikes and Lockouts
Article XXV	Totality of Agreement

The following sections as revised during 1975 negotiations are attached:

Article VIII	Part-time Faculty
Article XIX	College Rights and Faculty Participation
Article XX	Faculty Reductions
Article XXI	Salaries
Article XXVI	Term of Agreement
	Academic Calendar

ED 117748

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ARTICLE VIII

PART-TIME FACULTY

8.1. Part-time faculty members are those faculty members who are hired under letters of appointment, that is, those faculty members who do not carry a full workload as defined in Article IX, Section 9, of this Agreement for two (2) consecutive semesters or equivalent learning segments.

8.2. It is recognized that part-time faculty may be needed to provide specific services that cannot be provided by the available full-time faculty. Part-time faculty shall not be appointed where academic program requirements warrant the services of additional full-time faculty. Part-time faculty may be appointed to fill temporarily a vacancy which occurs during the school year. The program area shall regularly review the need for part-time services in their area. Results of such review shall be forwarded to the Academic Dean for his or her consideration.

8.3. The President has final authority in issuing part-time faculty letters of appointment. Letters of appointment shall be received no later than the day of initiation of said services.

8.4. In addition to the eligibility for benefits specified for part-time faculty in the Collective Bargaining Agreement, part-time faculty members who have served the College on at least a one-third time basis or its equivalent for the past three years consecutively shall be entitled a) to take one course up to a maximum of four credit hours per semester period or equivalent learning segments, without tuition payment, provided such classes will not interfere with the faculty member's duties and that scheduled classes and programs can accommodate the additional enrollment, b) to three days of sick leave per academic year if the person is teaching both semesters, c) to meal tickets when arranged in consultation with and requisitioned by the Program Director.

8.5. Discipline, discharge, or grievance during the terms of service of part-time faculty members who have served from one to two years consecutively shall be subject to review on Level One of the grievance procedure, and the decision at this level shall be final and binding. In the event that the affected part-time faculty member has provided services for the immediate three or more consecutive years prior to the termination or discharge or grievance, such termination, discharge or grievance shall be subject to review through Level Two of the grievance procedure. On Level Two proceedings the President's decision shall be final and binding.

ARTICLE XIX

COLLEGE RIGHTS AND FACULTY PARTICIPATION

19.1. The faculty members shall continue to participate in the process of determining policy matters which concern their educational programs and in policy matters related to the other educational programs in the academic division. The faculty members shall be members of any committees and/or task forces set up to study and make recommendations in these matters.

19.2. Faculty benefits that have been established by past practice which are not specifically provided for by this Agreement and which are not in conflict with this

Agreement, shall remain in effect until changed by written policy statement from the President. The President shall state his reasons in writing for any major policy change.

19.3. This Agreement shall not constitute any limitation upon the College's ultimate responsibility for all matters concerning the College or upon the College's authority to exercise its rights and responsibilities except as specifically provided herein.

19.4. Recognizing the need for further communication between faculty and administration on faculty-administration relations and also recognizing the necessity to allow the flexibility for the President to carry out his/her rights and responsibilities, the College has agreed to issue a policy statement entitled: "The Establishment of a Faculty-Administration Relations Council." The intention of this policy statement is to establish a forum in which both the administration and faculty representatives shall meet on a regular basis in an advisory role to the President with the purpose of improving communication between the two parties without the policy statement itself becoming a legally binding part of the contract.

ARTICLE XX

FACULTY REDUCTIONS

20.1. If the College determines that it is necessary to reduce or eliminate faculty positions, reasons for such reductions or eliminations must be for financial exigencies, reductions in program offerings, or decline in enrollment.

20.2. The Academic Dean shall notify the Program Directors of the need for faculty reductions or eliminations and the reasons for such reductions or eliminations in writing. In program area meetings the Program Directors shall review the notification of the Academic Dean with all members of the program area. The results of the program area review shall be advisory, and shall be submitted to the Academic Dean in writing by the Program Director. The final decision shall be made by the College.

20.3. The faculty members affected by the required faculty reductions or eliminations shall receive by certified mail the notification from the College of the intent not to renew their contracts no later than February 15. When possible, the College will give such notice in advance of February 15. Based upon the College's knowledge of the provisions of Sections 1 and 2 of this Article, the notification shall include the College's interpretation of how the reason in Section 1 applies to the individual faculty member affected.

20.4. If any full-time tenured faculty member is terminated as a result of the application of Section 5 of this Article, he or she will receive a severance pay in the amount of one-half day's pay for each month of employment with the College or $4,600.00, whichever is greater, provided that if such notice is given in advance of February 15 the amount of severance pay shall be reduced by one-sixth for each month of such advance notice. Such severance pay shall be based on the salary agreed upon in the most recently negotiated contract.

20.5. In the event faculty reductions or eliminations are necessary, staffing needs based on program offerings shall serve as the guidelines for faculty reductions or eliminations. Consideration also shall be given by the College to faculty qualifications and seniority in the program area. Termination shall then be in the following order:

1. Attrition
2. Voluntary resignation
3. Full-time non-tenured faculty
4. Full-time tenured faculty

20.6. The College shall notify in writing the faculty member affected of the reasons for this reduction or elimination. Upon request of and prior to a reduction termination of a tenured faculty member, an effort shall be made to reassign said faculty member to any vacant or non-tenured faculty position for which he or she is qualified. If it is determined that an additional full-time position is needed because of a vacancy or a new position in a College educational program, this position shall be offered first to said qualified faculty member whose contract was cancelled last. The College has no obligation to rehire after two years.

20.7. A terminated faculty member shall be notified of a contract offer for a position for which he or she is qualified thirty (30) calendar days prior to the date the position is to be filled. The faculty member shall be allowed ten (10) calendar days after he or she has received formal notification to accept the position. If he or she does not accept the position, the College shall have no further employment obligation to that faculty member. A faculty member who is rehired under the procedures outlined shall be hired at the same rank as before the contract was terminated and with all other rights, privileges and salary considerations.

ARTICLE XXI

SALARIES

21.1. The following salary scales are established for each rank:

Rank		Minimum	Maximum
Instructor	Monthly	927.78	1,188.89
	9-month	8,350.00	10,700.00
	12-month	11,133.33	14,266.67
Asst. Prof.	Monthly	1,150.00	1,411.11
	9-month	10,350.00	12,700.00
	12-Month	13,800.00	16,933.33
Assoc. Prof.	Monthly	1,372.22	1,644.44
	9-month	12,350.00	14,800.00
	12-month	16,466.67	19,733.33
Professor	Monthly	1,594.44	1,977.78
	9-month	14,350.00	17,800.00
	12-month	19,133.33	23,733.33

21.2. Any full-time faculty member who has served in the same rank for at least three (3) consecutive years prior to the signing of this 1975-76 Agreement and whose salary has not yet reached the midpoint of his or her respective rank, shall be given a 2% increment on his or her 1974-75 salary.

21.3. After the salary adjustments of 21.2, the salary of each full-time faculty member shall be increased by 7%.

21.4. If the 7% increase takes the full-time faculty member's salary beyond the maximum of the salary range, he/she shall receive that portion of it which takes him/her to the new maximum. If the full-time faculty member's salary is already beyond the maximum of his/her range, the faculty member shall receive no increment.

21.5. Each full-time faculty member's salary shall also be raised to the new minimum.

21.6. The foregoing adjustments shall be based upon the rank of the full-time faculty member at the beginning of his/her 1975-76 contract year, and no salary adjustments shall be made during the term of this contract for increase or decrease in rank occurring after that date.

21.7. The minimum compensation for part-time faculty members shall be $225.00 per credit hour of teaching except in the case where an additional compensation is agreed upon between the part-time faculty member and the division head.

21.8. In addition to the salary increases referred to in Sections 2, 3 and 5 of this Article, salary increments shall also be given to all full-time faculty. These increments shall be based on the two-semester average full-time student enrollment for the 1975-76 academic year. The following percentage increases are established for different enrollment levels:

Enrollment	Increase
680	1%
685	2%
690	3%
695	4%
700	5%

These salary increments shall apply to those faculty who were serving the College during the 1974-75 contract year and shall be based on the 1974-75 salaries and shall be paid in the remaining pay periods following February 1, 1976.

21.9. If the above salary increases take a full-time faculty member's salary beyond the maximum of his/her salary range, he/she shall receive only that portion of it which takes him/her to the maximum. If the faculty member's salary is already at or beyond the maximum of his/her range, he/she shall receive no increment.

ARTICLE XXVI

TERM OF AGREEMENT

26. 1. This Agreement shall be in effect for a period of five years commencing on June 1, 1975, and ending on May 31, 1980, and shall remain in effect from year to year thereafter, unless either party shall give to the other a written notice of intention to terminate or modify this Agreement. Such notice shall be given at least ninety (90) calendar days but not earlier than one hundred and twenty (120) calendar days prior to the end of any yearly extension period. Whenever such notice is given by either party of proposed change, the nature of any proposed change desired must be stated in the notice. Within fifteen calendar days of the receipt of such initial notice the parties hereto shall commence negotiations to settle the issues raised by such notice.

26. 2. The parties further agree to commence negotiations upon a mutually agreed date, no later than February 1 of each year of this contract, on Article XXI and Appendix A (Academic Calendar) plus a maximum of four (4) other articles in this Agreement, two (2) proposed by each party. If the changes negotiated in any opened articles affect other articles, or require amendments in other articles, such changes or amendments shall be subject to negotiation. The parties shall notify each other simultaneously in writing at the first negotiation session as to the articles which they wish to open.

ACADEMIC CALENDAR FOR 1975 - 1976

FALL SEMESTER

September 1, Monday	Residence Halls open
September 2, Tuesday	All students arrive on campus. Registration begins (10:00 a.m. - 5:00 p.m.) Freshmen and A - F Upperclassmen
September 3, Wednesday	Orientation for Freshmen Registration, G - Z Upperclassmen (8:30 a.m. - 4:00 p.m.)
September 4, Thursday	Classes begin, 8:00 a.m.
October 27, Monday	Veterans Day Holiday - no classes
November 10, Monday	Preregistration (with classes)
November 11, Tuesday	Preregistration (with classes)
November 26, Wednesday	Thanksgiving Vacation - following last class
December 1, Monday	Classes resume at 8:00 a.m.
December 19, Friday	Final day of classes. Christmas Vacation.
December 20, Saturday	Residence Halls close

SPRING SEMESTER

January 18, Sunday	Residence Halls open
January 19, Monday	Registration
January 20, Tuesday	Registration
January 21, Wednesday	Classes begin at 8:00 a.m.
February 16, Monday	U. S. Presidents' Day Holiday - no classes
February 23, Monday	Bicentennial Day with classes
April 9, Friday	Spring Vacation following last class
April 20, Tuesday	Classes resume - 8:00 a.m.
April 28, Wednesday	Preregistration with classes
April 29, Thursday	Last day for preregistration, with classes Spring Day - no classes after 1:00 p.m.
May 13, Thursday	Last day of classes
May 14, Friday	Baccalaureate
May 15, Saturday	Commencement Residence Halls close